

CITY OF CLAYTON BOARD OF ALDERMEN - EXECUTIVE SESSION
TUESDAY, FEBRUARY 14, 2017 - 6:00 P.M.
CLAYTON CITY HALL - COUNCIL CHAMBERS
10 N. BEMISTON AVENUE

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

Agenda topics may be added or deleted at any time prior to the Board of Aldermen meeting without further notice. To inquire about the status of agenda topics, call 290.8469. Individuals who require an accommodation (i.e., sign language, interpreter, listening devices, etc.) to participate in the meeting should contact the City Clerk at 290.8469 or Relay Missouri at 1.800.735.2966 (TDD) at least two working days prior to the meeting.

CITY OF CLAYTON BOARD OF ALDERMEN AGENDA
TUESDAY, FEBRUARY 14, 2017 – 7:00 P.M.
CLAYTON CITY HALL - COUNCIL CHAMBERS
10 N. BEMISTON AVENUE

ROLL CALL

MINUTES – January 24, 2016

PUBLIC REQUESTS & PETITIONS

1. City Clerk's report on the Initiative Petition.

PUBLIC HEARING

1. Resolution - To approve a Conditional Use Permit for Midwest Regional Bank located at 135 North Meramec Avenue. (Res. No. 17-01)
 - *A public hearing to consider an application to allow part of the second floor of the building to be used as a residential apartment unit.*

REPORT FROM THE CITY MANAGER

1. Ordinance – To approve an easement agreement to facilitate construction of certain improvements related to the Centene East Redevelopment Project. (Bill No. 6601)
 - *Centene Center II, LLC has requested both aerial and subsurface easements to facilitate construction of Centene's new development adjacent to City rights-of-way associated with Parcels A, B, C, D, E, F, & G of the Centene East Redevelopment Project.*
2. Ordinance – To approve a contract with Chiodini Architects for the 10 S. Brentwood Boulevard build-out design. (Bill No. 6602)
 - *To consider a contract for the design "build-out" that would provide space to relocate city departments from 10 N. Bemiston Avenue to 10 S. Brentwood Boulevard.*
3. Ordinance – To consider a 1st Quarter Budget Amendment FY2017. (Bill No. 6603)
 - *The City of Clayton reviews and makes adjustments to its budgeted revenues and expenditures on a quarterly basis to respond to changes as the fiscal year progresses and to update the Board regarding budgetary issues.*

ADJOURNMENT

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1),

(2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

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THE CITY OF CLAYTON

Board of Aldermen
City Hall – 10 N. Bemiston Avenue
January 24, 2017
7:05 p.m.

Minutes

Mayor Sanger called the meeting to order and requested a roll call. The following individuals were in attendance:

Aldermen: Cynthia Garnholz, Mark Winings, Joanne Boulton, Alex Berger, Rich Lintz, and Ira Berkowitz.

Mayor Sanger
City Manager Owens
City Attorney O'Keefe

Alderman Boulton moved to approve the January 10, 2017. Alderman Winings seconded.

The motion to approve the minutes passed unanimously on a voice vote.

PUBLIC REQUESTS AND PETITIONS

None

RECOGNITIONS

Missouri Chapter American Public Works (APWA) Officers, Mike Busch, Secretary and Junior Treasurer (OATES), Paul Verheyen, Director of Membership (City of Webster Groves), Gary Scheipeter, Chapter Delegate (City of Clayton) addressed the Board in recognizing Dale Houdeshell, Director of Public Works, for receiving the Missouri Chapter American Public Works (APWA) D Squared Award. This award is the highest recognition award presented by the Missouri Chapter APWA. The award was established in 1992 to recognize individuals who exemplify excellence and dedication in service to the public and the public interest through outstanding achievements and performance in the field of Public Works.

City Manager Owens reported that on December 19, an award presentation was held at the police headquarters building in which Officer Pete Baumgartner and Officer Lauren Keeling received formal recognition.

Chief's Letters of Commendation were awarded to Officer Baumgartner who had made a traffic stop and seized nearly \$80,000 in cash, interrupting a planned drug sale in which a subject was to meet two suppliers. Additional investigation revealed that the suspect was known to the U.S. Drug Enforcement Administration as a high level drug dealer.

Officer Lauren Keeling arrested two suspects in a carjacked vehicle after they crashed trying to elude her on westbound Forest Park Parkway. She recovered a handgun which had been fired during this incident, and determined both suspects had been involved in a robbery/homicide nine days before. Additionally, they were involved in a second carjacking a few days earlier in University City. Both were charged with multiple counts of robbery in St. Louis County, as well as robbery and murder 1st degree in St. Louis.

AN ORDINANCE TO CONSIDER CHANGING THE MUNICIPAL TRAFFIC CODE ADDING STOP CONTROL ON DEMUN AVENUE AT SOUTHWOOD AVENUE

City Manager Owens reported that Recently, Public Works received concerns regarding safety for motorist turning from Southwood Avenue onto DeMun Avenue.

Public Works staff viewed the area and found that parking along the center median can make it difficult for motorists to see some southbound vehicles on DeMun Avenue at Southwood Avenue. It was determined that placing a stop sign on southbound DeMun Avenue at this intersection, as shown on Exhibit A, could improve safety.

Public Works staff has placed a stop sign on southbound DeMun Avenue at Southwood Avenue on a temporary basis. We believe making this change permanent is warranted.

Passage of this ordinance is necessary to codify the recently installed stop control on southbound DeMun Avenue at Southwood Avenue.

Recommendation is to approve the ordinance codifying the recently installed stop control on southbound DeMun Avenue at Southwood Avenue.

In response to Alderman Boulton's question, City Manager Owens stated that since the installation the stop sign has been very successful and staff feels that further evaluation is not needed.

In response to Alderman Garnholz's question, Alderman Boulton confirmed that the residents had repeatedly requested a stop sign at this location.

Alderman Garnholz introduces Bill No. 6599, an ordinance approving changes to the Traffic Code to Codify a Stop Control Restriction on DeMun Avenue at Southwood Avenue to be read for the first time by title only. Alderman Winings seconded.

City Attorney O'Keefe reads Bill No. 6599, an ordinance approving changes to the Traffic Code to Codify a Stop Control Restriction on DeMun Avenue at Southwood Avenue for the first time by title only.

The motion passed unanimously on a voice vote.

Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6599 on the day of its introduction. Alderman Winings seconded.

The motion passed unanimously on a voice vote.

Alderman Garnholz introduces Bill No. 6599, an ordinance approving changes to the Traffic Code to Codify a Stop Control Restriction on DeMun Avenue at Southwood Avenue to be read for the second time by title only. Alderman Winings seconded.

City Attorney O'Keefe reads Bill No. 6599, an ordinance approving changes to the Traffic Code to Codify a Stop Control Restriction on DeMun Avenue at Southwood Avenue for the second time by title only.

Alderman Garnholz – Aye; Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger –

Aye. The bill was adopted and became Ordinance No. 6468 of the City of Clayton.

AN ORDINANCE TO CONSIDER PROVIDING FOR THE APPROVAL AND EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CLAYTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 2665

City Manager Owens reported that the bargaining representatives have met, discussed, and agreed upon a Collective Bargaining Agreement which contains a resolution of those issues that affect the wages and terms and conditions of the Union members' employment (provided in the Board packet).

Recommendation is to approve the ordinance to authorize the City Manager to enter into a Collective Bargaining Agreement and Supplemental Agreement on Retroactive Pay with the International Association of Firefighters Local 2665 and other required administrative actions as may be required to comply with the intent of this ordinance.

In response to Alderman Berger's question with regard to costing, City Manager Owens stated that the provisions of the agreement were included in the budget and will not exceed the agreed amounts. In the "out years" there is a provision in the agreement for a two percent pay adjustment. There will be no additional costs beyond what is included in the budget.

City Manager Owens recognized the IAFF team of Justin Nenninger, Aaron Hasheider, Jeff Tobin, Tom Heggemeyer, Mike Dedert, and Kurt Becker for putting in countless hours working through the lengthy and complex agreement. He recognized Chief Mark Thorp, Janet Watson, and the city's legal advisors for putting in an equal number as well.

Mayor Sanger added that there are still quite a few fire departments that have not completed negotiations. Expressed appreciation and good job and dedication to getting this done.

Alderman Garnholz introduces Bill No. 6600, an Ordinance Authorizing the City Manager to Execute two Agreements with the International Association of Firefighters, Local 2665 to be read for the first time by title only. Alderman Boulton seconded.

City Attorney O'Keefe reads Bill No. 6600, an Ordinance Amending the Fiscal Year 2016 Budget and Appropriating Funds Pursuant Thereto to Offenses to for the first time by title only.

The motion passed unanimously on a voice vote.

Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6600 on the day of its introduction. Alderman Boulton seconded.

The motion passed unanimously on a voice vote.

Alderman Garnholz introduces Bill No. 6600, an Ordinance Authorizing the City Manager to Execute two Agreements with the International Association of Firefighters, Local 2665 to be read for the second time by title only. Alderman Boulton seconded.

City Attorney O'Keefe reads Bill No. 6600, an Ordinance Authorizing the City Manager to execute two Agreements with the International Association of Firefighters, Local 2665 for the second time by title only.

Alderman Garnholz – Aye; Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6469 of the City of Clayton.

FY 2016 YEAR-END FINANCIAL REPORT

Janet Watson reported that we started this year with a balanced General Fund budget which maintained our fund balance at a level of about 63% of annual expenditures. During the year we experienced increases in several categories of revenue over the prior year, including property tax, building permits and sales tax which all demonstrate steady economic growth. Expenditures were lower than budgeted, mostly due to savings in several departments. The city ended the year with a surplus of \$597,626, which is the second year the General Fund has experienced a surplus.

In response to Alderman Boulton's question regarding a decrease in revenues (court costs), Janet Watson stated that it was due to changes in policy and changes in fines.

Other

Alderman Garnholz reported the following:

- Acknowledged Officer Mike Talbot for his heroic measures in saving the life of a drug overdose victim.
- This week she is attending the *Barry Wehmiller Communications Skills Training* with Dale Houdeshell, Mayor Sanger, and Detective Lieutenant Mark Smith

Alderman Winings reported that the Clayton Century Foundation (CCF) met recently and discussed a \$5,000 allocation towards the City's portion for a bike (path) project. The Foundation also discussed allocating \$3,000 towards the Century Garden design project.

Alderman Boulton relayed a message of thanks from a Ward 1 citizen for placing the stop sign installation at DeMun and Southwood.

Alderman Berkowitz commended Mayor Sanger and staff on an outstanding State of the City address. Mayor Sanger thanked Andrea Muskopf for her help in preparing for the event.

Alderman Berkowitz moved that the Board adjourn to a closed meeting, with a closed vote and record, as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, and to discuss matters related to negotiation of a contract pursuant to Section 610.021(12), RSMo. and/or proprietary information pursuant to Sec. 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO. Alderman Lintz seconded the motion.

Alderman Garnholz – Aye; Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger – Aye.

There being no further regular business the meeting was adjourned at 7:35 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HAROLD SANGER; BOARD OF ALDERMEN

FROM: CRAIG S. OWENS, CITY MANAGER
SUSAN M. ISTENES, AICP, DIRECTOR, PLANNING & DEV. SERVICES

DATE: FEBRUARY 14, 2017

SUBJECT: PUBLIC HEARING AND RESOLUTION - CONDITIONAL USE PERMIT –
MIDWEST REGIONAL BANK LOCATED AT 135 NORTH MERAMEC
AVENUE

This is a public hearing to consider an application for a Conditional Use Permit submitted by Terry Dawdy, architect, on behalf of Michael Bender, CEO of Midwest Regional Bancorp, owner, to allow approximately half of the second floor (3,300 square feet) of the subject building to be used as a residential apartment unit. The owner has indicated his desire for a residential apartment within his building because he resides two hours south of Clayton and often conducts business late in the evening.

The 1.2-acre property contains a 6-story office building, primarily occupied by First Bank (3 of the 6 floors). Midwest Regional Bank will take occupancy of the first floor once First Bank vacates. To the City's knowledge, First Bank will continue to occupy their other two floors until their lease expires. The entire second floor, currently configured as office space, has been vacant for several years. The portion of the second floor not proposed for use as residential will remain office space. The property has a zoning designation of C-2 General Commercial. Section 405.3120 (Permitted Uses for the C-2 Zoning District) of the City's Zoning Regulations allow residential units with the approval of a Conditional Use Permit, provided the unit is at least 750 square feet. The proposed apartment contains 3 bedrooms, 3 ½ bathrooms and features a 1,600 square foot rooftop patio located on the existing first floor roof. The patio is subject to review and approval by the Architectural Review Board.

The Plan Commission considered the request for the Conditional Use Permit at its January 17, 2017, meeting and voted unanimously to recommend approval to the Board of Aldermen.

STAFF RECOMMENDATION: To approve a Conditional Use Permit for Michael Bender, owner and CEO of Midwest Regional Bancorp to allow an approximately 3,300 square-foot apartment on the second floor of the subject building, pursuant to the stipulations and conditions listed in the attached resolution.

RESOLUTION NO. 17-01

WHEREAS, on December 12, 2016, an application and letter for a Conditional Use Permit were submitted by Terry Dawdy, agent/architect on behalf of Michael Bender, property owner and CEO of Midwest Regional Bancorp, to allow the use of approximately 3,300 square feet of the second floor of the building at 135 North Meramec Avenue as a residential apartment unit; and

WHEREAS, per Section 405.3120 of the City's zoning regulations, residential units that are at least 750 square feet are conditionally permitted uses in the C-2 Zoning District; and

WHEREAS, the City Plan Commission considered this request at its January 17, 2017, meeting and voted to recommend approval of each request to the Board of Aldermen.

WHEREAS, the Board of Aldermen finds and determines that the applicant has clearly established that the criteria for approval of a Conditional Use Permit set out in Section 405.840 of Clayton's Zoning Regulations are met.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. Pursuant to the authority of Chapter 405 (Zoning Regulations), Article VII (Conditional Use Permit), of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the approval of a Conditional Use Permit to Michael Bender to allow the use of approximately 3,300 square feet of the second floor of 136 North Meramec Avenue as a residential apartment unit is hereby granted. Said property is more particularly described as follows:

LOTS 3 & 4 AND PARTS OF LOTS 1 & 2, BLOCK 1
OF THE WEST BEMISTON SUBDIVISION,
IN THE CITY OF CLAYTON, MISSOURI

Section 2. In addition to compliance with all Ordinances of the City of Clayton and Laws of the State of Missouri, the permitted uses shall be conducted so as to comply with the following stipulations and conditions at all times:

- (1) The permit shall be granted to Michael Bender, CEO of Midwest Regional Bancorp (the "Permittee"), and shall not be transferred or assigned without the prior written approval of the City of Clayton.
- (2) The property shall be improved, maintained and operated substantially in accordance with an application dated December 12, 2016, and a letter dated December 13, 2016, and with the plans and specifications as filed with and approved by the City of Clayton.
- (3) The approximate 3,300 square foot residential apartment unit will be located on the second floor of the building.
- (4) The Permittee shall ensure that Architectural Review Board approval of the rooftop terrace, proposed on the roof of the first floor of the subject building, is secured prior to its construction.

(5) The Permittee shall ensure that all required permits for the conversion to residential use are secured.

(6) The Permittee shall, within thirty (30) days of the adoption of this Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit provided for in this Resolution is accepted and that the conditions set forth herein are understood and will be complied with.

(7) Permittee's failure to comply with any of the conditions provided for in this Resolution may cause immediate termination of the permit provided for by this Resolution.

Section 3. The City Manager of the City of Clayton is hereby authorized and directed to issue a conditional use permit in accordance with the provisions of this Resolution. Said permit shall contain all of the conditions and stipulations set out in Section 2 of this Resolution.

Adopted this 14th day of February, 2017

Mayor

ATTEST:

City Clerk



& ASSOCIATES, INC.

Architects - Planners

December 13, 2016

Honorable Mayor Stanger and Members of the Board of Aldermen
City of Clayton
10 North Bemiston Avenue
Clayton, MO 63105

RE: 135 N. Meramec
Conditional Use Permit

Honorable Mayor Stanger and Members of the Board of Aldermen, by this letter and on behalf of my client Midwest Regional Bank, please find attached our application for a conditional use permit for the property located at 135 N Meramec. Our request is to allow for an Owner occupied apartment of approximately 3,300 square feet to be located on the second floor of the existing six story office building. The apartment would include living space, three bedrooms, three and one half bathrooms, and a rooftop patio of approximately 1,600 square feet.

Mr. Michel Bender, the CEO of Midwest Regional Bank, lives two hours south of Clayton but is often in town late at night on business and would like to have a private residence for his use on those occasions.

We respectfully request your consideration of our application and are happy to address any questions you may have.

Respectfully,

A handwritten signature in dark ink, appearing to read "Terry L. Dawdy", is written over a printed name and title.

Terry L. Dawdy, AIA
President

TLD/ncr

1850 Craigshire Road, Suite 105
St. Louis, Missouri 63146-4013

Phone: 314-434-0700
Fax: 314-434-0701



City of Clayton
10 North Bemiston Avenue
Clayton, Missouri 63105
(314) 290-0453 FAX: (314) 863-0296

\$235.00 FEE MUST ACCOMPANY THIS APPLICATION
(includes \$35 non-refundable processing fee)

APPLICATION FOR RESIDENTIAL CONDITIONAL USE DEVELOPMENT

(please type or print)

Location of Project: 135 N. Meramec
Project Description: Proposed 3,300 S.F. second floor apartment

PART A: PARTIES OF INTEREST (additional parties may be listed on separate sheet)

Name of Applicant: Michael Bender CEO- Midwest Regional Bancorp
363 Festus Center Dr. Festus, MO 63628
Address & E-Mail Address: mbender@mwregionalbancorp.com
Phone Number: 1-636-232-2525

Interest in Property: Owner

Name of Applicant's Agent - if different than above: Terry L. Dawdy
1850 Craigshire Rd. Ste 105 St Louis, MO 63146
Address & E-Mail Address: tdawdy@dawdyassociates.com
Phone Number: 314-434-0700

Name of Owner(s) - if different than above: _____

Address: _____

Phone Number: _____

Name of Architect, Landscape Architect, Planner or Engineer (please specify): Terry L. Dawdy Dawdy & Associates, Inc - Architect

Address & E-Mail Address: 1850 Craigshire Rd Ste 105 St Louis, MO 63146
tdawdy@dawdyassociates.com

Phone Number: 314-434-0700

PART B: SITE DESCRIPTION

Legal Address of Property: 135 N. Meramec

Lot Number: _____ Block Number: 1 Locator Number: 18K331545

Current Zoning: C-2

Current Use of Site: Multi-story office building

Are there any restrictions or covenants on the land that will affect the proposed use? If so explain:

No

PART C: PROPOSED PROJECT

Briefly describe the project and intended use: The project consist of converting approximately 3,300 S.F. on the second floor to an Owner occupied residential apartment with living space, 3 bedrooms, 3 1/2 bathrooms, and a rooftop patio of approximately 1,600 S.F.

Is this part of a Planned Unit Development (PUD)? Yes _____ No X

How many dwelling units will result from the project?

One

Overall project density in dwelling units per acre:

PART D: SITE DEVELOPMENT

Total Square Footage of Site: 44,000 S.F.

Total Square Footage of Building(s): +/- 60,000 Gross Square Feet

Ratio of Total Square Footage of Building(s) to Total Square Footage of Site Property: Existing No Change

Building(s) Height: Main Structure 75'0" Number of Floors: 6 + basement

Total Number of Available Parking Spaces: 167

*Is Additional Parking part of the project? Yes ☐ No ☒ Explain: _____

Number Required by the Zoning Ordinance: 142 + 2 for apartment

Explain the Reason for Requesting a Conditional Use Permit: Owner lives 2 hours South of Clayton and is often in town late at night for business and desires an apartment for his use.

*A Parking Study by an impartial Parking Engineer must be submitted as part of the application if the supplied parking is less than the number of parking spaces required by the Zoning Ordinance.

Provide a tabulation of the total square footage of the site and what percentage and amount of square footage will be reserved for off-street parking, open spaces, parks, etc.

<u>Intended Use:</u>	<u>Square Footage</u>	<u>Percentage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION E. AMENDMENT TO A CONDITIONAL USE PERMIT

Please describe in detail the proposed amendment: _____

Please describe why amendment is being sought: _____

* A letter addressed to the Mayor & Board of Aldermen describing the request in detail must accompany this application.

Signature of Applicant (Required): James J. Dawdy Date: 12-12-16
Title: President - Dawdy & Associates, Inc.

Signature of Owner (Required): Michael M. [Signature] Date: 12/12/16
Title: Chairman & CEO



PROPOSED SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



Dwyer

DAVID J. DWYER & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS
12101 N. GARDEN
JOHN A. I. 10881

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Meramec Apartment
CLAYTON, MISSOURI



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER
DALE L. HOUDSHELL, P.E., DIRECTOR OF PUBLIC WORKS
DATE: FEBRUARY 14, 2017
RE: ORDINANCE - EASEMENT AGREEMENT TO FACILITATE CONSTRUCTION OF
CERTAIN IMPROVEMENTS RELATED TO THE CENTENE EAST
REDEVELOPMENT PROJECT

Centene Center II, LLC has requested both aerial and subsurface easements to facilitate construction of Centene's new development adjacent to City rights-of-way associated with Parcels A, B, C, D, E, F, & G of the Centene East Redevelopment Project. The easements are: (a) temporary aerial easements for construction cranes within the site with an operational radius that extends into air space above our rights-of-way, and (b) permanent subsurface easements for the placement of tieback and shoring walls. The respective easement areas are illustrated in the Exhibits attached to the Tieback and Crane Easement Agreement.

Both Public Works and the City Attorney have reviewed and approved the attached easement titled, Tieback and Crane Easement Agreement.

STAFF RECOMMENDATION: To approve the ordinance authorizing execution of the Tieback and Crane Easement Agreement.

BILL NO. 6601

ORDINANCE NO.

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT TO FACILITATE
CONSTRUCTION OF CERTAIN IMPROVEMENTS RELATED TO THE CENTENE EAST
REDEVELOPMENT PROJECT

WHEREAS, the Board of Aldermen finds that the proposed temporary tower crane and permanent subsurface tiebacks will not directly interfere with existing utility rights-of-way users as well as the City of Clayton's use of the rights-of-way; and

WHEREAS, these features will be located, in part, over and beneath rights-of-way and property owned by the City of Clayton, and it is desired that the City enter into the Easement Agreement hereinafter referenced in order to allow such construction devices to be constructed and maintained as hereinafter provided;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1.

The Board of Aldermen hereby approves and authorizes execution, on behalf of the City of Clayton, a Tieback and Crane Easement Agreement to allow construction, installation, use and maintenance of temporary tower cranes and permanent subsurface tiebacks in association with the Centene East Redevelopment Project, said agreement to be in substantial conformity with the agreement attached hereto, including Exhibits A, B, & C, and incorporated herein by this reference.

Section 2.

This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 14th day of February, 2017.

Mayor

Attest:

City Clerk

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Tieback and Crane Easement Agreement

DATE OF DOCUMENT: _____, 2017

Grantor: City of Clayton, Missouri

Mailing Address: 10 N. Bemiston
Clayton, Missouri 63105

Grantee: Centene Center II, LLC,
a Delaware limited liability company

Mailing Address: 7700 Forsyth Blvd., Suite 800
St. Louis, Missouri 63105

LEGAL DESCRIPTION: See Attached Exhibits A and B

REFERENCE BOOK & PAGE: N/A

TIEBACK AND CRANE EASEMENT AGREEMENT

THIS TIEBACK AND CRANE EASEMENT AGREEMENT (“**Agreement**”) is made as of _____, 2017 (“**Effective Date**”), by and between City of Clayton, Missouri (“**Tract 1 Owner**”), and 25 North Centene Center II, LLC, a Delaware limited liability company (“**Tract 2 Owner**”).

RECITALS

A. Tract 1 Owner is the owner of the following roadways located in the City of Clayton, Missouri that have been dedicated for public use: Forsyth Boulevard, (between S. Hanley and Forest Park Parkway), S. Lyle Avenue and Carondelet Plaza, and certain alleyways along the western and northern boundary lines of the parcel on which the Crescent Condominium building is located (such roadways and alleys are depicted on the map, attached hereto as Exhibit A, and are sometimes hereinafter collectively referred to as (“Tract 1”).

B. Tract 2 Owner, as Tenant, leases certain property located in the City of Clayton from Tract 1 Owner, as Landlord, pursuant to Phase I Real Property Lease Agreement and Phase II Real Property Lease Agreement (“Leases”) each dated as of December 1, 2016.

C. The Leases encompass land legally described and depicted as Parcels A, C, D, E, F and G on the map (the “Tract 2 Map”) in Exhibit B attached hereto and made a part hereof (said tracts together with the improvements thereon, if any, are sometimes hereinafter collectively referred to as (“Tract 2”).

D. Forsyth Plaza Members, LLC, a Missouri limited liability company (“Forsyth Plaza”), is the current owner of Parcel B as shown on the Tract 2 Map (“Wellbridge Property”). Forsyth Plaza and Tract 2 Owner are parties to that certain Real Estate Purchase Agreement dated as of August 12, 2016, whereby Forsyth Plaza agreed to convey the Wellbridge Property to Tract 2 Owner after certain conditions have been met. The rights and obligations contained herein shall only apply to the Wellbridge Property on the date on which Tract 2 Owner acquires the Wellbridge Property, and Tract 2 shall thereupon be deemed to include the Wellbridge Property.

E. Tract 2 Owner intends to develop improvements on Tract 2 (the “Project”).

F. Tract 1 and Tract 2 share common property lines and/or are proximate to one another (“Common Boundaries”).

G. In accordance with the proposed development of the Project, Tract 2 Owner anticipates that a construction crane or cranes (the “Cranes”) will be operated within that portion of the airspace located above Tract 1 within the highlighted portions depicted on Exhibit A and labeled either “Tie-back and Crane Easement” or “Crane Easement”, attached hereto and made a part hereof.

H. Tract 2 Owner desires to receive from Tract 1 Owner (i) a non-exclusive easement appurtenant to Tract 2 to, through and within the airspace above Tract 1, at an elevation beginning not less than ten feet (10’) above the highest improvements located on Tract 1 (“Air Rights Easement Area”), in the areas depicted on Exhibit A as “Tie-back and Crane Easement” or “Crane Easement”, for the purpose of operating the Cranes in connection with the construction of the Project, and (ii) a non-exclusive tieback and shoring wall easement appurtenant to Tract 2 under and within the area of Tract 1 (“Tieback and Shoring Wall Easement Area”) depicted on Exhibit A and labeled “Tie-back and Crane Easement”, attached hereto and made a part hereof for the purpose of constructing shoring walls through the use of below-grade tiebacks, soil anchors, or similar construction techniques in connection with

construction of the Project. Tract 1 Owner is willing to grant the foregoing easements, all upon and subject to the conditions and limitations herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tract 1 Owner and Tract 2 Owner hereby agree as follows:

1. Easement Grants.

(a) *Air Rights.* Tract 1 Owner hereby declares and grants for the benefit of Tract 2 Owner, a temporary non-exclusive easement appurtenant to Tract 2 to, through and within the Air Rights Easement Area for the purpose of operating Cranes for the construction of the Project. Tract 2 Owner shall comply with all applicable laws relating in any manner whatsoever to the Cranes and the operation thereof.

(b) *Tieback and Shoring Wall.* Tract 1 Owner hereby declares and grants for the benefit of Tract 2 Owner, a non-exclusive tieback and shoring wall easement appurtenant to Tract 2 under and within the Tieback and Shoring Wall Easement Area for the purpose of constructing, in connection with construction of the Project, shoring walls through the use of tiebacks, soil anchors, or similar construction techniques (“Tieback Anchors”) located below-grade within the Tieback and Shoring Wall Easement Area. The Tract 2 Owner may also install the foundation for any Crane within the Tieback and Shoring Wall Easement Area (“Crane Foundation”).

2. Duration. The following duration provisions shall apply hereunder.

(a) Except as set forth below, the easements, covenants, conditions and restrictions contained in herein shall be perpetual and shall create mutual benefits and covenants running with the land, and shall be binding upon any owner, tenant or occupant of Tract 1 and Tract 2 and their respective legal representatives, heirs, successors and assigns; provided, however, the easement granted in Section 1(a) herein shall expire upon the earlier to occur of (i) completion of the Project, and (ii) January 31, 2023 (“Term”).

(b) The Tieback Anchors installed in the Tieback and Shoring Wall Easement Area during the Term may remain in place permanently, provided that the structural integrity of Tract 1 shall be restored as much as practicable to the condition it was in prior to the constructions activities of Tract 2 Owner hereunder.

(c) It is anticipated that Tract 2 Owner will acquire title to the fee simple interest of the Tract 1 Owner under the Leases upon the termination of the Leases as to all or part of Tract 2.

(d) In the event the Tract 1 Owner and Tract 2 Owner (or its successors or assigns) split the Leases into three or more Leases (each a “Separate Lease”) the rights and obligations of each tenant under a Separate Lease shall be subject to Sections 2(e) and 2(f) below.

(e) Upon acquisition of (i) a leasehold estate or (ii) fee simple interest in all or any portion of Tract 2 (“Released Parcel”) by Tract 2 Owner or another entity (“Released Parcel Party”) the easements granted under Section 1 (“Easements”) shall run to the benefit of the Released Parcel Party and its successors and assigns as owner or tenant of the Released Parcel. If Released Parcels come to exist, the owner or tenant of each Released Parcel shall be deemed to have the rights and obligations of the Easement run to the benefit of the Released Parcel independent of the rights and obligations of the other parcels of Tract 2 from and after the date such Released Parcel Party obtains title to its Released Parcel or becomes the tenant of a Released Parcel under a Separate Lease.

(f) In the event that an entity becomes a Released Parcel Party, Tract 1 Owner will, upon the written request of the Released Parcel Party, and provided the reasonable attorney's fees incurred by Tract 1 Owner in connection therewith are paid by the Released Parcel Party, provide such Released Parcel Party a separate Easement Agreement in the form of this Agreement for the benefit of the Released Parcel.

3. Construction of Improvements. Tract 1 Owner covenants and agrees that during the Term of this Agreement, no improvements shall be constructed upon Tract 1, other than improvements that would not materially and adversely affect Tract 2 Owner's use and enjoyment of the rights granted herein; provided, however, that after the completion of the improvements on Tract 2, the Tieback Anchors will remain in the subsurface of Tract 1 permanently. Tract 1 Owner agrees that the Tract 2 Owner may leave portions of the Crane Foundation underneath the surface of Tieback and Shoring Wall Easement Area permanently after restoring the surface of such Area as required hereunder. After the completion of the improvements on Tract 2, Tract 2 Owner shall (i) repair any damage caused to Tract 1 in the exercise of Tract 2 Owner's easement rights hereunder, and (ii) restore Tract 1 as much as practicable to the condition it was in prior to the construction activities of Tract 2 Owner hereunder (other than leaving the Tieback Anchors and any subsurface Crane Foundation in place permanently, provided the structural integrity of Tract 1 is restored in connection therewith).

4. Indemnification. Tract 2 Owner agrees to indemnify, defend and hold harmless Tract 1 Owner, its officials, officers, employees, agents and representatives, and the utility companies benefited by any utility easement within the Tieback and Shoring Wall Easement Area ("Indemnified Parties") from and against any loss, claim, suit, cost or expense (including reasonable attorneys' fees) for death or bodily injury to persons and for damage to property to the extent caused, in connection with the exercise of the easement rights granted herein, by the acts or omissions of Tract 2 Owner or its agents, representatives, employees, contractors or subcontractors, including any such acts or omissions for which Tract 1 Owner may be liable, regardless whether caused in whole or in part by Tract 1 Owner's negligence, provided that the Indemnified Party tenders defense of any claim or suit indemnified hereunder to Tract 2 Owner in sufficient time to avoid prejudice, and Tract 2 Owner shall be entitled to defend the same with counsel of its selection and reasonably acceptable to the Indemnified Party. The provisions of this Section 4 shall survive the termination of this Agreement and continue in effect indefinitely.

5. Sole Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties (each such instrument being an "Amendment"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior negotiations, discussions, writing and agreements between them in connection therewith. In the event there are Released Parcels, an Amendment with respect to any such Released Parcel may be executed by Tract 1 Owner and by the owner of such Released Parcel or the tenant of such Released Parcel under a Separate Lease.

6. Not a Public Dedication. Nothing herein contained shall be deemed to be a grant or dedication of any portion of Tract 1 to or for the general public or for any public purposes whatsoever, it being the intention of Tract 1 Owner that this Agreement shall be strictly limited to and for the purposes herein expressed.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Tract 1 Owner and Tract 2 Owner hereby agree that for any litigation

arising from this Agreement the venue for such litigation shall be the Circuit Court of St. Louis County, Missouri.

9. Partial Invalidity. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Agreement in order to rememoralize such purpose and intent.

10. Notices. Any notice required or permitted to be given by any party upon the other shall be given by certified mail, return receipt requested, by nationally recognized overnight courier, or by personal delivery addressed as follows:

If to Tract 2 Owner: Centene Center II, LLC
7700 Forsyth Boulevard
Suite 800
Clayton, MO 63105
Attn: William Reichmuth
Facsimile No.: (314) 725-5180

With a copy to: Armstrong Teasdale, LLP
7700 Forsyth Boulevard
Suite 1800
Clayton, Missouri 63105
Attn: Daniel Wofsey
Facsimile Number: (314) 621-5065

If to Tract 1 Owner: City of Clayton, Missouri
10 N. Bemiston Avenue
Clayton, Missouri 63105
Attn: City Manager
Facsimile Number: (314) 863-0295

With a copy to: Curtis, Heinz, Garrett & O'Keefe, P.C.
130 S. Bemiston, Suite 200
Clayton, Missouri 63105
Attn: Kevin O'Keefe
Facsimile Number: (314) 725-8789

All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to any overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery. Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

11. Miscellaneous. The following miscellaneous provisions shall apply hereunder.

(a) Whenever a transfer occurs in the ownership of Tract 1, the transferor shall have no further liability for any breach of a covenant herein that occurs thereafter.

(b) During any period when any work is being conducted in the Air Rights Easement Area or the Tieback and Shoring Wall Easement Area, Tract 2 Owner shall have in full force and effect, at its own expense, the insurance coverages described in Exhibit C (“Insurance Coverages”). Certificates of Insurance showing the Insurance Coverages shall be provided to Tract 1 Owner prior to the commencement of any such work. In addition, Tract 2 Owner shall furnish certificates of insurance at the request of Tract 1 Owner from time-to-time. The certificates of insurance will state that at least thirty days’ prior written notice will be given to Tract 1 Owner before any policy is canceled. Tract 2 Owner will give written notice to Tract 1 Owner as soon as it receives written notice of cancellation from any of its insurance carriers. Each certificate of insurance must clearly designate the name of the project.

[Signature Page Follows]

City of Clayton, Missouri,
a Missouri home-rule city

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20__, before me appeared Harold J. Sanger and June Frazier, respectively, to me personally known, who, being by me duly sworn, did say that the said Harold J. Sanger is the duly elected and acting Mayor of the CITY OF CLAYTON, and that the said June Frazier is the duly appointed and acting City Clerk of the CITY OF CLAYTON, and that they executed, respectively, the foregoing instrument by authority of Ordinance #_____ adopted on _____, 20__ by the said City's Board of Aldermen; and the said Harold J. Sanger and June Frazier acknowledged said instrument to be their respective free acts and deeds, and the free act and deed of the CITY OF CLAYTON.

IN TESTIMONY WHEREOF, I have here unto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires: _____

EXHIBIT A

SITE PLAN – TRACT 1

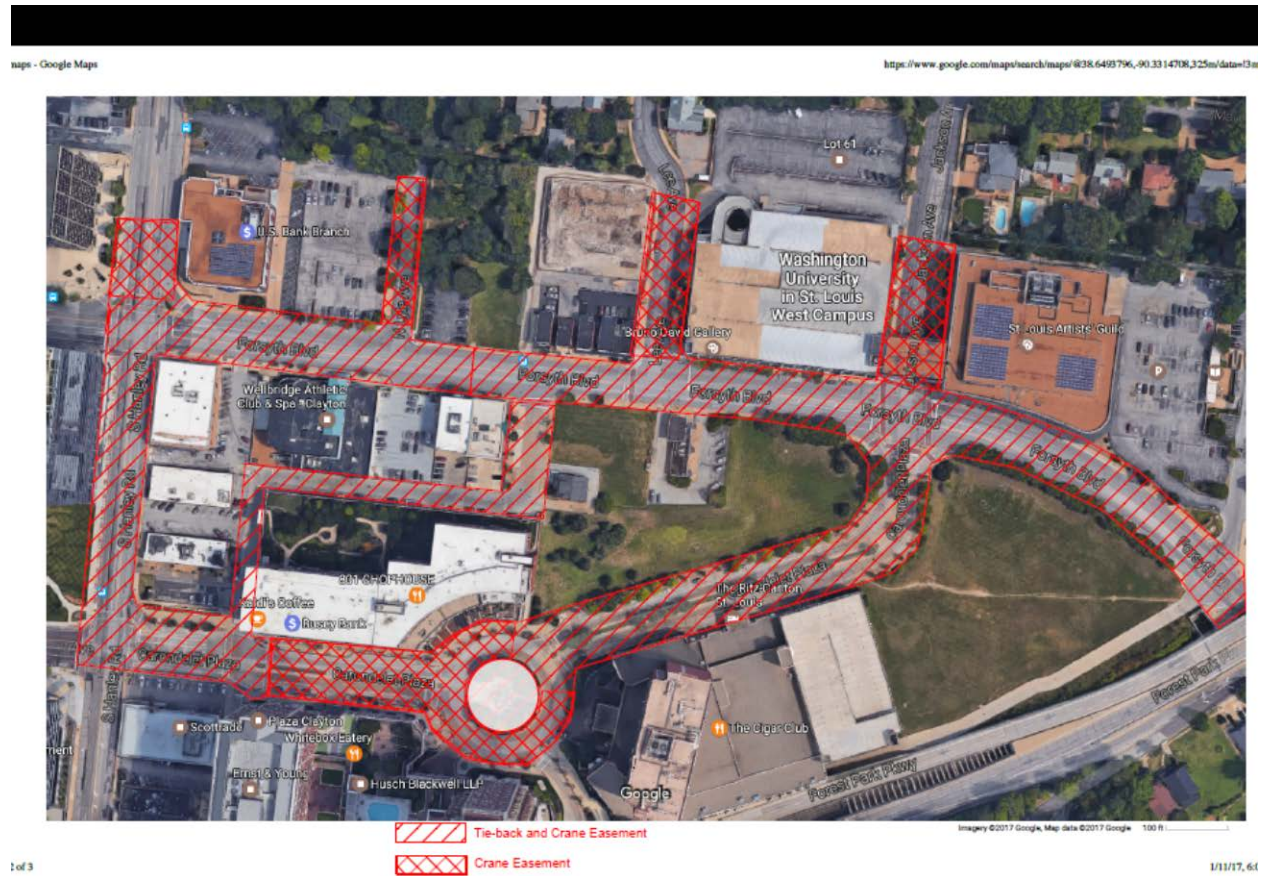


EXHIBIT B

TRACT 2

PARCEL A:

All of Centene Tower, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 364, Page 406, Records of St. Louis County, Missouri.

PARCEL B:

A tract of land being Lots 4, 5, 6, 7 and part of Lot 8 of "Hanley's Re-Subdn of Blk's 6, 7, 8, 9 and 20 of Hanley's Add. to Clayton", a Subdivision according to the plat thereof recorded in Book 7, Page 62 of the St. Louis County Records, situated in Section 10, Township 45 North, Range 6 East, in the City of Clayton, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the Northwest corner of Lot 4 of "Hanley's Re-Subdn of Blk's 6, 7, 8, 9 and 20 of Hanley's Add. to Clayton", a Subdivision according to the Plat thereof recorded in Book 7, Page 62 of the St. Louis County Records, being on the South right-of-way line of Forsyth (variable width) Blvd., thence along the South line of said right-of-way North 89 degrees 00 minutes 00 seconds East, 180 feet to a point; thence South 1 degree 03 minutes 00 seconds East, 10 feet to a point; thence North 89 degrees 00 minutes 00 seconds East, 95.12 feet to a point, thence leaving the said South right-of-way, South 1 degree 03 minutes 00 seconds East, 140.00 feet to a point on the North line of a 24 foot wide alley; thence along the North line of said alley South 89 degrees 00 minutes 00 seconds West, 275.12 feet to a point; thence leaving said alley line, North 1 degree 03 minutes 00 seconds West 150.00 feet to the point of beginning.

PARCEL C:

A tract of land being parts of Lots 8 and 9 of Block 2 of Hanley's Resubdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton, as shown on the plat thereof recorded in Plat Book 7, Page 62 of the Saint Louis County Recorder's Office, and more particularly described as follows: Beginning at a point on the South line of Forsyth Blvd., South 89 degrees 00 minutes West, 58.00 feet from the Northeast corner of Lot 10 of said Block 2; thence South 01 degree 00 minutes East, 150.00 feet to a point on the North line of an alley, 15 feet wide; thence South 89 degrees 00 minutes West along the said North line of an alley, 46.88 feet to a point; thence North 01 degree 00 minutes West, 150.00 feet to a point of the said South line of Forsyth Blvd.; thence North 89 degrees 00 minutes East, 46.88 feet along the said South line of Forsyth Blvd. to the point of beginning.

PARCEL D:

A tract of land being all of Lot 10 and part of Lot 9 of Block 2 of Hanley's resubdivision of Blocks 6, 7, 8, 9 and 20 Hanley's addition to Clayton, St. Louis County, Missouri, as shown on the plat thereof

recorded in Plat Book 7, Page 62 of the St. Louis County Recorder's Office, and more particularly described as follows: Beginning at the Northeast corner of said Lot 10; thence South 89 degrees 00 minutes West along the South line of Forsyth Blvd., 58.00 feet to a point; thence South 01 degree 00 minutes East, 150.00 feet to a point on the North line of an alley, 15 feet wide; thence North 89 degrees 00 minutes East along the said North line of an alley, 58.13 feet to a point on the West of Lyle Avenue, 60 feet wide; thence North 01 degree 03 minutes West along the said West line of Lyle Avenue, 150.00 feet to the point of beginning.

PARCEL E:

TRACT I

Adjusted Lot 3 of The Plaza In Clayton as per the Boundary Adjustment Plat recorded in Plat Book 353 Pages 991 and 992 of the St. Louis County Records.

TRACT II

Parcel 1:

The Northern 100 feet of Lot 1 and the Northern 100 feet of the Western ½ of Lot 2 in Block 1 of HANLEY'S RE-SUBDIVISION of Blocks 6, 7, 8, 9 and 20 of HANLEY'S ADDITION TO CLAYTON, according to plat thereof record in Plat Book 7 Page 62 of the St. Louis County Recorder's Office.

Parcel 2:

Lot 3 and the East ½ of Lot 2 in Block 1 of HANLEY'S RE-SUBDIVISION of Blocks 6, 7, 8, 9 and 20 of HANLEY'S ADDITION TO CLAYTON, according to plat thereof record in Plat Book 7 Page 62 of the St. Louis County Recorder's Office.

TRACT III

A tract of land being Lots 4, 5 and 6 in Block 1 of HANLEY'S RE-SUBDIVISION of Blocks 6, 7, 8, 9 and 20 of HANLEY'S ADDITION TO CLAYTON, a subdivision, recorded in Plat Book 7, Page 62 of the St. Louis County Records, in Section 10, Township 45 North, Range 6 East, City of Clayton, Missouri and described as follows:

Beginning in the Northeast corner of aforesaid Lot 6 being also a point in the South line of Forsyth Boulevard (formerly St. Ferdinand Avenue), 60 feet wide; thence along the East line of said Lot 6 South 01 degree 03 minutes 10 seconds East, 150.00 feet to the North line of a 15 foot wide alley; thence along said alley line South 89 degrees 00 minutes 00 seconds West, 170.00 feet; thence along the West line of aforesaid Lot 4 North 01 degree 03 minutes 10 seconds West, 150 feet to the South line of aforesaid Forsyth Boulevard; thence along the South road line North 89 degrees 00 minutes 00 seconds East, 170.00 feet to the point of beginning.

PARCEL F:

The South 50 feet of Lot 1 and the South 50 feet of the West 1/2 of Lot 2 in Block 1 of Hanley's Re-subdivision of Blocks 6, 7, 8, 9, and 20 of Hanley's Addition to Clayton, St. Louis County,

Missouri, according to the plat thereof recorded in Plat Book 7, Page 62 of St. Louis County Records.

PARCEL G:

Lot 4 of The Plaza In Clayton as per the Plat recorded in Plat Book 349 Pages 402 and 403 of the St. Louis County Records. Excepting therefrom that portion conveyed by Special Warranty Deed, recorded April 30, 2003 in Book 14819 Page 1236 of the St. Louis County Records.

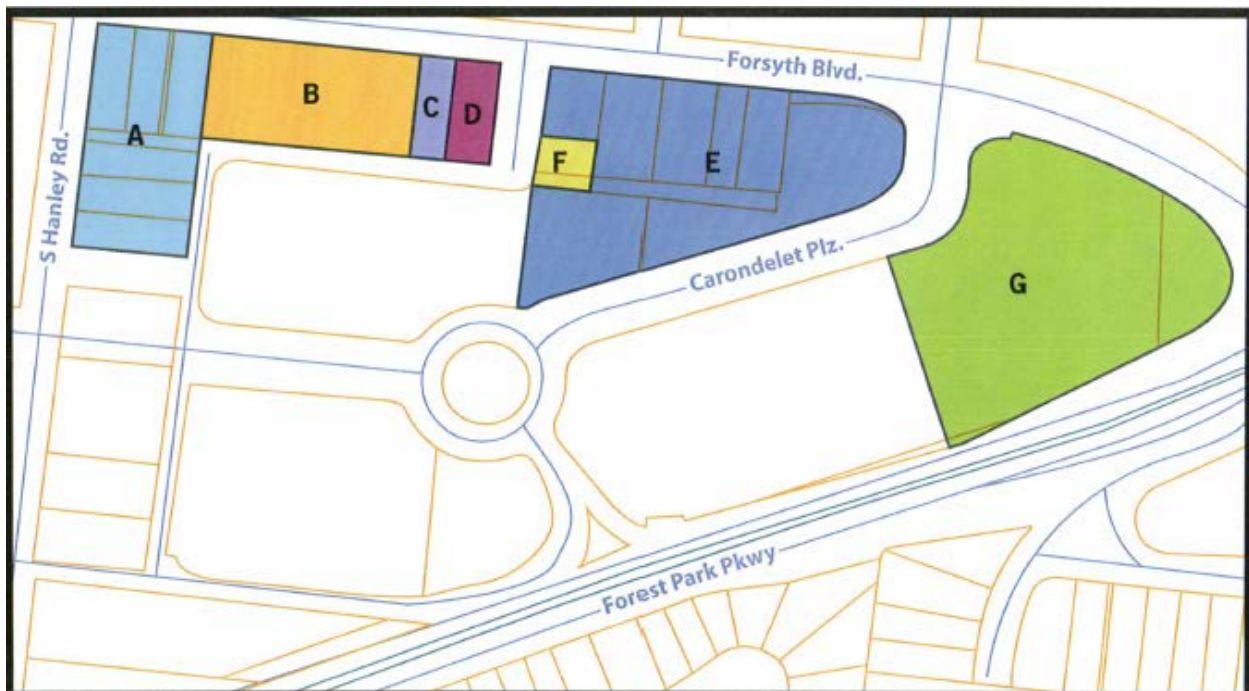


EXHIBIT C

INSURANCE COVERAGES

(A) The Insurance Coverages to be maintained by Tract 2 Owner shall be provided by insurance companies reasonably acceptable to Tract 1 Owner, and such insurance companies shall be licensed to conduct insurance business within the state of Missouri. The Insurance Coverages to be maintained by Tract 2 Owner shall consist of the following:

1. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri, together with Employer's Liability Coverage with minimum limits of liability in the amount of \$2,700,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$2,000,000 for each accident.

3. Commercial General Liability Insurance, and, if necessary, excess liability insurance on a "true following-form" basis, all of which is written on an occurrence basis, with the following minimum limits of liability:

General Aggregate	\$2,700,000.00
Products/completed operations aggregate	\$2,700,000.00
Personal and advertising injury	\$5,000,000.00
Each occurrence	\$2,700,000.00
Fire damage legal liability	\$2,700,000.00
Medical expenses	\$ 5,000.00

4. Owner's and Contractor's Protective Liability Policy, including Death \$5,000,000.00 each occurrence; Property Damage \$2,700,000.00 each occurrence, \$2,700,000.00 aggregate.

(B) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth above are being explicitly required and obtained to insure the indemnity obligations set forth in Section 4 of the Agreement to meet the requirements of §434.100.2(8) R.S.Mo. The parties further acknowledge that the cost of these Insurance Coverages is included in the considerations provided in the Agreement and that the limits and coverages afforded by such Coverages is Tract 2 Owner's total aggregate liability under the indemnity obligations set forth in Section 4.

(C) The Commercial General Liability and Commercial Automobile Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. Tract 1 Owner, and its officers, boards, board members, commissions, commissioners, agents, and employees, will be named as an additional insureds on the Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies

will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City. The Contractor's Workers' Compensation and Employer's Liability policy will include Tract 1 Owner as an alternate employer by using ISO Alternate Employer WC 00 03 01A.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER
DALE L. HOUDSHELL, P.E., DIRECTOR OF PUBLIC WORKS
JOHN E. WULF, P.E., ASSISTANT DIRECTOR OF PUBLIC WORKS
DATE: FEBRUARY 14, 2017
RE: ORDINANCE - CONTRACT WITH CHIODINI ARCHITECTS FOR THE 10 S.
BRENTWOOD BOULEVARD BUILD-OUT DESIGN

The Public Works Department is requesting approval of a contract for the design of the 10 S. Brentwood Boulevard Build-Out Project. On August of 2016, the Board was briefed on the Facility Space Efficiency Study which analyzed the use of space in the 10 S. Brentwood Boulevard and 10 N. Bemiston Avenue facilities. The “build-out” would provide space to relocate the Departments of Administrative Services, Planning and Development, and Public Works from 10 N. Bemiston Avenue to 10 S. Brentwood Boulevard. You may recall that “Option B”, which had the Council Chambers located at the north end of the fourth floor, was the preferred preliminary layout. The Opinion of Cost for construction of “Option B” was \$2.6 million with an additional \$600,000 for roof repairs. Based on this information, the Public Works Department was directed to initiate the consultant selection process for design of the project.

The Public Works Department solicited Requests for Qualifications and received submittals from five design teams. Based on the qualifications presented, the Public Works Department is recommending the City enter into a contract with Chiodini Architects. The experience of the Chiodini design team with respect to the design of City Halls and Government Centers is extensive. Their most recent experience includes City Halls for the cities of Belleville and Wentzville. Other past experience includes the cities of Bridgeton, Columbia, Maryland Heights and Woodson Terrace.

Chiodini’s proposal is broken out into two packages.

“**Package A**” is priced at \$80,000.00 and includes the following deliverables:

- Space & Operational Needs Analysis / Programming
- Conceptual Development
- Schematic Design & Cost Estimate with LEED Alternate Evaluation

The deliverables from this package will provide the refined information including scaled floor plans, roof plans, exterior elevations, preliminary design of structural system to raise the roof for the Council

Chambers, Schematic Design Cost Estimates and project schedule necessary to determine the course of action to proceed to “Package B”.

“Package B” is priced at a **Total Fee** not-to-exceed 8% of Cost of Construction. Note the **Total Fee** is inclusive of the “Package A” fee. “Package B” includes the following deliverable:

- Design Development
- Construction Documents
- Construction Phase Services

The deliverables from this package will include the necessary documents to bid for construction, advice to and consultation with City as Owner’s Representative and site observations during the construction phase.

Funding for this project was not included in the FY 2017 budget as the Capital Improvement Fund process was already completed prior to the presentation of the Facility Space Efficiency Study. Hence, the Public Works Department has proposed an FY 2017 First Quarter Budget Adjustment of \$390,000 based on the Opinion of Cost for construction of “Option B” from the Facility Space Efficiency Study.

STAFF RECOMMENDATION: To approve the ordinance authorizing a contract with Chiodini Architects in the amount of \$80,000.00 for “Package A” and a Total Fee not-to-exceed 8% of the Cost of Construction for the 10 S. Brentwood Boulevard Build-Out Design.

BILL NO. 6602

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT WITH CHIODINI ARCHITECTS THE 10 S. BRENTWOOD BOULEVARD BUILD-OUT DESIGN

WHEREAS, the City desires to build-out the 10 S. Brentwood Boulevard facility; and

WHEREAS, the City desires to relocate City Hall from 10 N. Bemiston Avenue to 10 S. Brentwood Boulevard; and

WHEREAS, upon Request for Qualifications, Chiodini Architects was found to be the most qualified proposal for the 10 S. Brentwood Boulevard Build-Out Design;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:

Section 1. The City Manager of the City of Clayton, Missouri is hereby authorized to execute on behalf of the City a contract with Chiodini Architects in an amount of Eighty Thousand Dollars (\$80,000.00) for "Package A" and a Total Fee not to exceed 8% of Construction Cost for "Package B" in substantially the form attached hereto as Exhibit A and incorporated herein by reference, and the City Clerk is authorized and directed to attest such signature and to attach the official seal of the City of Clayton to said Contract.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 14th day of February, 2017.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

This Agreement is hereby entered into this 15th day of February, 2017, by and between the City of Clayton, Missouri, a municipal corporation (hereinafter “City”), and Louis G. Chiodini, Inc. (dba/ Chiodini Architects), an S-Corporation (hereinafter “Consultant”).

WHEREAS, the City desires to obtain professional design services, in connection with 10 S Brentwood Blvd Build-Out Design (hereinafter “Project”); and,

WHEREAS, Consultant is an S-Corporation with local offices located at 1401 S. Brentwood Blvd., Suite 575, St. Louis, Missouri 63141, licensed to provide professional design services in the State of Missouri; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional design services in connection with the Project as described in this Agreement; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Professional Services:

- A. The term “Services” when used in this Agreement shall mean any and all professional design services provided by Consultant in accordance with this Agreement.
- B. City agrees to retain Consultant and Consultant agrees to perform and complete the Services for the Project described in detail in the Scope of Work, attached as Exhibit A and incorporated herein by reference. The Consultant shall provide the City with five (5) complete sets of Deliverable Documents.
- C. The City reserves the right to direct revision of the Services at the City’s discretion. Consultant shall advise the City of additional costs and time delays, if any, in performing the revision, before Consultant performs the revised services. If revisions of the Services are necessary due to Consultant’s error or omission, Consultant shall provide the services and materials associated with such revisions, at no additional cost to the City.
- D. Consultant shall provide Services under this Agreement only upon written request

of the City, and only to the extent defined and required by the City. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the City. If the City gives prior written consent for Supplemental Services, the City shall compensate Consultant with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the City's prior written consent shall be at Consultant's own risk, cost, and expense, and Consultant shall not make a claim for compensation from the City for such work.

2. Standard of Care

- A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professional designer under similar circumstances. At the City's request, Consultant shall re-perform the Services which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill and diligence in providing all Services, Consultant shall be responsible to the City for any resulting loss or damages.
- B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
- C. Consultant shall comply with, and cause its sub-consultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.
- D. Neither Consultant nor Consultant's agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

3. Compensation & Audit by City

- A. As consideration for providing the Services, the City shall pay Consultant **the amounts as indicated in attached Exhibit A**. Consultant acknowledges and

agrees that the total cost to complete the Project shall not, in any way, exceed the listed amount without prior written approval by the City.

- B. Consultant shall submit an itemized invoice to the City on the first of each month that details the percentage of each Task that was completed in the month immediately prior. The invoice shall also indicate the percentage total of each Task that has been completed for the Project. City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.
- C. At the City's request, Consultant shall permit the City, or any authorized representative of the City, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

4. Schedule & Delay

- A. Unless otherwise directed by the City, Consultant shall commence performance of the Services upon execution of this Agreement.
- B. Consultant shall provide Services pursuant to the agreed-upon schedule, based on notice to proceed date of February 15, 2017, which shall be:

PHASE I: SPACE & OPERATIONAL NEEDS

ANALYSIS/PROGRAMMING

- Kick Off/Data Collection (1 Week: February 15, 2017 – February 24, 2017)
- Space Needs Analysis/LG Program Vetting/Programming (3 Weeks: February 27, 2017 – March 13, 2017)

PHASE II: CONCEPTUAL DEVELOPMENT

- (2 Weeks: March 13, 2017 – March 27, 2017)

PHASE III: SCHEMATIC DESIGN

- (2 Weeks: March 27, 2017 – April 10, 2017)

PHASE IV: DESIGN DEVELOPMENT

- (8 Weeks: April 10, 2017 – June 5, 2017)

PHASE V: CONSTRUCTION DOCUMENTS

- (8 Weeks: June 5, 2017 – July 31, 2017)

- C. Neither the City nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.
- D. If Consultant's performance is delayed due to delays caused by the City, Consultant shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

5. Liability & Indemnification

- A. Consultant shall indemnify and hold harmless the City, and its departments, elected officials, officers, and employees, from and against all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, and injuries, (including attorneys' fees and other expenses of litigation, arbitration, or mediation), which in whole or in part arise out of or have been connected with, Consultant's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Consultant's employees, and subconsultants.

- B. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

6. Insurance

- A. Consultant shall purchase and maintain, at its expense, insurance coverage as required in this Section for the term of this Agreement. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Consultant in the written contract/agreement. Consultant shall furnish any or all insurance certificates to the City, as requested by the City. Insurance Companies must be rated a minimum "A-" by the Best's Key Rating Guide's latest edition.
- B. The consultant shall purchase and maintain insurance of the following types of coverage and limits of liability:
 - 1. Commercial General Liability (CGL) with limits of insurance of not less than \$3,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG00 01 1096 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent consultants, products-completed operations, and personal and advertising injury.
 - c. City of Clayton, Missouri and all other parties required by the contract shall be included as additional insured's on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Consultant. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance,

including any deductible, maintained by, or provided to, the additional insured.

- d. Consultant shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.

2. Automobile Liability with limits of at least \$3,000,000 each accident.

- a. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non owned automobiles.
- b. Owner shall be included as insured on the auto liability policy.

3. Workers Compensation and Employers Liability limit of at least \$3,000,000 each accident, \$3,000,000 for bodily injury by accident, and \$3,000,000 each employee for injury by disease.

4. Professional Liability Insurance: Consultant shall purchase and maintain insurance with a limit of \$3,000,000 for each claim and in the aggregate.

- C. Consultant shall provide, prior to the commencement of the project, a certificate of insurance illustrating compliance with the insurance requirements outlined above. This certificate and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Clayton, Missouri, Attn: Kayla Pacanowski, Risk Manager, 10 North Bemiston Avenue., Clayton, MO 65105.

7. Assignment of and Responsibility for Personnel

- A. Consultant's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance.
- B. While upon City premises or property under the City's control, the Consultant's employees, agents, and subconsultants shall be subject to the City's rules and regulations respecting its property and the conduct of its employees thereon.

8. Ownership & Reuse of Documents

- A. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Consultant the copies of such materials as necessary for Consultant to perform the Services.
- B. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and such information and documents prepared by Consultant shall become the sole property of the City. At the City's request, Consultant shall give the City all materials obtained or produced in the course of the Services. The City makes no warranty as to the compatibility of computer data files with computer software or software releases other than that used by Consultant in performing services herein. Consultant shall maintain complete Services records for five (5) years after completion of the Services.
- C. The City understands that the reuse of any document prepared or furnished by Consultant without written verification or adaptation by Consultant for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to Consultant.

9. Consultant's Personnel at the Project Site

- A. The presence of Consultant's personnel at a construction site is for the purpose of providing the City a greater degree of confidence that the completed work will generally conform to the Scope of Work and related Project documents, and that the integrity of the design concept as reflected in the Project documents have been implemented and preserved by the contractor(s).
- B. Consultant has no authority to exercise control over any construction contractor. Consultant neither guarantees the performance of the contractor(s), nor assumes the responsibility for the contractor's failure to perform their work in accordance

with the Project documents.

10. Relationship of the Parties

- A. The City and Consultant agree that the Consultant shall be and remain an independent contractor in the performance of the Services. Consultant's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the City.
- B. Consultant shall be solely responsible for the supervision and performance of all subconsultants to perform under this Agreement.

11. Notices

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section.
- B. Notices sent by the Consultant to the City shall be sent to:
 - Director of Public Works
 - 10 North Bemsiton Avenue
 - Clayton, MO 65105
- C. Notices sent by the City to the Consultant shall be sent to:
 - Chiodini Architects
 - 1401 S. Brentwood Blvd., Suite 575
 - St. Louis, MO 63141

12. Term & Termination

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon completion of all Services to the satisfaction of the City, and upon final payment by the City.
- B. Notwithstanding Paragraph 12-A, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause. The City shall

compensate Consultant for the Services that have been completed to the City's satisfaction as of the date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

13. Miscellaneous Provisions

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Venue and Jurisdiction. The parties agree any legal action arising out of this Agreement shall be filed solely in the St. Louis County, Missouri, Circuit Court or the United States District Court for the Eastern District of Missouri, as appropriate.
- C. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Consultant, and attached hereto.
- D. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms and provisions shall remain in full force and effect.
- E. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- F. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Consultant. Consultant shall not assign any interest in this Agreement without the City's prior written consent. If Consultant assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and City may immediately terminate or suspend this Agreement.

EXHIBIT A

- G. Successors and Assigns. Subject to Paragraph 13-F, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- H. Third Parties. The Services to be performed by Consultant are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

(signature)
(printed name)
(title)

ACKNOWLEDGMENTS

STATE OF MISSOURI, COUNTY OF ST. LOUIS, SS:

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____ who is personally known to me to be the same persons who executed the foregoing Agreement, and duly acknowledged the execution of the same on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

NOTARY PUBLIC

My appointment expires:

CITY OF CLAYTON:

ATTEST:

CRAIG S. OWENS,
City Manager

JUNE FRAZIER, MRCC
City Clerk



1401 South Brentwood Blvd. | Suite 425 | Saint Louis, Missouri 63144
314.725.5588 | FAX 314.725.4347 | arch@chiodini.com

Exhibit A To Agreement For Professional Design Services

Owner: City of Clayton, Missouri
Consultant: Chiodini Architects
Project Name : 10 S. Brentwood Blvd. Build-Out Design
Project Number: 2017.PW.1404.400

DESIGN SERVICES PROPOSAL:

January 30, 2017

RE: Design Services Proposal: City of Clayton – 10 S. Brentwood Blvd. City Hall Build Out - Design
Chiodini Project No. 2016.148

PROJECT SCOPE:

Chiodini Architects (Architects) proposes to provide the Professional Design Services for the planned City Hall Build Out -Design for the 10 S. Brentwood Blvd. facility. The proposed scope of the City Hall Build Out – Design (based on Option B of the August 19, 2016 Facility Space Efficiency Study: City of Clayton City Hall, Briefing to the Board of Alderman and Renovation Exhibits prepared by the Lawrence Group) includes:

City Hall Build Out – Design:

- i. **Build Out – Design** for a total of approximately **19,809 +/- sf** (per LG study); **20,767 +/- net gsf**, as calculated by Chiodini Architects.
 - i. Chiodini Architects Gross Square Footage number is calculated to the interior face of the existing building walls and is net of stairs, shafts, mechanical rooms, etc. – includes the net space that Chiodini Architects will be responsible for building out within the existing facility – this gross calculation includes departmental and floor internal circulation gross up, as follows :
 - i. Basement:
 - 2,290 +/- gsf
 - o Departmental Storage Space (caged and secure):
 - Parks & Recreation (includes Pre-Action Fire Suppression System)
 - Planning & Development Services
 - Fire Department
 - Public Works
 - City Manager
 - Human Resources

- Finance & Administration
 - General Files & Storage
 - Misc. Storage
 - ii. Floor 1:
 - 151 +/- gsf
 - Judge's Chambers
 - iii. Floor 2:
 - 1,804 +/- gsf
 - Finance & Administration
 - Information Technology space on this floor was previously built-out and is not included in the scope of these services – except for some possible minor modifications for connectivity with Finance & Administration and Director's office.
 - iv. Floor 4 (11,292 +/- gsf entire floor):
 - 10,172 +/- gsf
 - Aldermanic Chamber's – seating for 112
 - Executive Session Room w/ Restroom and Catering Kitchen
 - Planning & Development
 - Public Works
 - Restroom Build-out; rough-in is existing
 - v. Floor 5 (4,095 +/- gsf entire floor):
 - 3,384 +/- gsf
 - Parks & Recreation
 - Break Room
 - Restrooms
 - vi. Floor 6 (3,435 +/- gsf entire floor):
 - 2,966 +/- gsf
 - City Manager/City Clerk
 - Restrooms
- II. 10 S. Brentwood Building – **Roof Replacement**
 - i. Raising of north wing 4th Floor roof in order to accommodate higher vaulted ceiling in Council Chamber's space.
 - ii. Base Design – Remove and reuse existing roof tile
 - a. Tile removal and replacement includes:
 - i. Removal of all underlayment. (Replacement of existing wood roof decking, as required, to be by allowance.)
 - ii. New ice and watershield at eaves and valleys
 - iii. New 43lb base felt over remaining roof area
 - iv. New lead pipe flashing
 - v. New 16 oz copper valleys
 - vi. New 16 oz copper pans at walls
 - vii. New 16 oz copper head wall/apron flashing at dormers
 - b. Includes the following sheet metal scope – 16 oz. copper
 - i. New 16 oz copper Cupola Roof
 - ii. New 16 oz copper Gutters (Replacement of existing wood gutter trim, as required, is to be by allowance.)
 - iii. New 16 oz copper Standing Seam Roofing
 - iii. Alternate – Remove existing roof tile and replace with new roof tile
 - a. All other scope of roof replacement work to be the same as Base Bid scope for underlayments, flashings, copper, trims, etc.
 - iv. South concrete plaza deck (above 4th Floor) existing condition and possible scope of work is to be evaluated; possible bid alternate.

III. LEED

- i. Base Design – Design to LEED Silver Level
- ii. Alternates:
 - i. Certification at LEED Silver Level
 - ii. Design to LEED Platinum Level
 - iii. Certification at LEED Platinum Level

IV. Solar Panel 'Water Control'

- i. Review and develop water control system for existing parking structure solar panel array – especially for winter freeze/thaw conditions on upper deck.

PROJECT DISCIPLINES TO BE PROVIDED BY CHIODINI ARCHITECTS:

- Architectural and Interior Design – **Chiodini Architects**
- Structural Engineering – **Aedifica Case Engineering**
- Mechanical, Electrical, Plumbing, Fire Protection and Technology Engineering – **Aedifica Case Engineering**
- Roof Consultant – **J&S Roof Technologies, Inc.**
- Audio Visual/Acoustic Consultant – **CI Select**
- Construction Cost Estimating – **Ahal Preconstruction Services**

DESIGN SERVICES:

Scope of Design Services Matrix	Responsibility (Consultant, City, or Not Provided – N/P)	Notes:
Space & Operational Needs Analysis/Programming	Chiodini	
Conceptual Design	Chiodini	Development of up to three (3) Conceptual Schemes reflecting the Approved Space and Operational Needs Analysis/Program
Measured Drawings	Chiodini/Aedifica	Coordination, verification, modification, development of existing conditions and documentation as necessary to develop and complete scope of design services
Existing Facilities Surveys	Chiodini/Aedifica/ Ahal/J&S	Coordination and verification of existing conditions and documentation as necessary to develop and complete scope of design services
Building Information Modeling – Revit Architectural & Interior Design	Chiodini/Aedifica	
Mechanical, Electrical, Plumbing, Fire Protection, Technology, and Security Systems Design	Aedifica	Development of new and coordination with existing systems as required by the scope of design services

Structural Engineering	Aedifica	<ul style="list-style-type: none"> • Raising of Roof to Accommodate Council Chambers (Note: The effect of raising the roof on the main lateral force resisting system is unknown until final engineering phase and any reinforcement for the main lateral force resisting system is NOT included in this scope of work. • Structural Scope of Work assumes that this building is Essential Risk Category “4” • Scope of Work does NOT include any work below the 4th Floor • Scope of Work does NOT include full structural analysis of the existing building or systems. • Scope of Work does NOT include Essential Facility analysis or design for non-structural items – such as existing brick ties for existing exterior brick walls, upgrade of existing main lateral load resisting system, etc. • Removal of (2) existing chimneys and support structure • Analysis of both north and south roof promenades for live load capacity of 100 psf for occupants • Repair concrete floor/roof structures as necessary at high roof over level four • Assist in the development of water collection system for existing solar array
Value Analysis	Chiodini/Aedifica/Ahal/J&S	
Detailed Cost Estimating	Chiodini/Ahal/Aedifica/J&S	<ul style="list-style-type: none"> • 100% Schematic Design • 100% Design Development (Approx. 30% complete Construction Documents) • 50% Construction Documents • 100% Construction Document Update <p>Aedifica Case will provide detailed cost estimating support for MEP/FP/Technology and Structural systems, CI Select will provide detailed cost estimating support for AV systems, and J&S will provide detailed cost estimating support for Roof Replacement scope of work in coordination with Ahal Preconstruction Services</p>
Code Analysis/Coordination w/ AHJ's	Chiodini/Aedifica	
On-site project representation	N/P	
Conformed construction documents	N/P	
As-Designed Record drawings	N/P	
As-Constructed Record drawings	N/P	
Post occupancy evaluation	N/P	
Facility Support Services	N/P	

Tenant-related services	N/P	
Telecommunications/data design	Aedifica	<ul style="list-style-type: none"> Backbone, Racks, Pathways, Wiring, Cooling, and Jacks Active Components by City
Audio Visual Design/Acoustical Analysis	CI Select	<ul style="list-style-type: none"> Council Chambers One (1) Conference Room Model (can be repeated or slightly modified for multiple Conference Rooms)
Coordination with Services / Disciplines / Equipment supplied by City of Clayton	Chiodini/Aedifica	
HVAC Commissioning	Owner	
Extensive environmentally responsible design	N/P	
LEED® Certification	Chiodini/Aedifica	Base Design: Design to LEED Silver Level <ul style="list-style-type: none"> Alternates: <ul style="list-style-type: none"> Certification at LEED Silver Level Design to LEED Platinum Level Certification at LEED Platinum Level
Fast-track design services	N/P	
Historic Preservation	N/P	
Furniture, Furnishings, and Equipment Design	Chiodini	<ul style="list-style-type: none"> Inventory of Existing Furniture, Fixtures, and Equipment Selection/Planning/Incorporation for reuse of existing furniture Selection/Planning/Estimating and Budgeting for New Furniture Coordination of New Furniture Procurement via City of Clayton's Cooperative Vendor Agreements
Environmental Abatement	N/P	

Comment [JW1]: What does this mean?

DESIGN PROCESS:

Following is an outline of the Design Process for the related Scope of Work and Services which Chiodini Architects proposes to provide during the Design and Construction phases of the 10 S. Brentwood Build Out - Design project. The following phases and tasks will be performed in coordination with the City of Clayton and its designated representatives.

PHASE I: SPACE & OPERATIONAL NEEDS ANALYSIS/PROGRAMMING

- A. SPACE & OPERATIONAL NEEDS ANALYSIS/PROGRAMMING** – Conduct existing and future space and operational needs assessment for City of Clayton City Hall; including current and projected square footages and staffing levels.

Vetting of the Facility Space Efficiency Study: City of Clayton City Hall by Lawrence Group, dated August 19, 2016 with information gathered and assembled by Chiodini Architects.

- B. PROGRAMMING QUESTIONNAIRES** – Review and refine departmental programming questionnaire template, distribute questionnaires, review and coordinate questionnaire information gathered, and present and review questionnaire data in preparation for follow up stakeholder interviews.

- C. STAKEHOLDER INTERVIEWS** – Conduct stakeholder interviews relative to questionnaire data and City Hall space and operational needs.

- D. DEVELOPMENT OF SPACE NEEDS ANALYSIS** – Development of Space Needs Analysis Matrix from data gathered; review, refinement, and final approval of Space Needs Analysis. Development of high level cost estimate based on square footage cost projections relative to the Final Space Needs Analysis for City approval.

PHASE II: CONCEPTUAL DEVELOPMENT

- A. CONCEPT DEVELOPMENT** – Based on the City's approved Space & Operational Needs Analysis, investigate/develop up to three (3) Conceptual Design Schemes and Conceptual Development Documents of Build-out - Design for review and refinement with City representatives.
- B. CODE, ZONING & LIFE SAFETY REVIEW** – Review of approved Conceptual Design with agencies having jurisdiction for compliance with governing codes and ordinances.
- C. PROJECT BUDGET & SCHEDULE** – Development, review and refinement of the high level Conceptual cost estimate based on square footage cost projections relative to Concept Development for City approval.

PHASE III: SCHEMATIC DESIGN

- A. SCHEMATIC DESIGN** – Based on the City's approval of a Phase II Build-Out Concept, Project Budget, and Project Schedule; Chiodini Architects will prepare Schematic Design Documents which consist of drawings which illustrate the scale and relationship of project components, and the character of the building exterior (related to council chamber roof raising and roof replacement) and interior design. The documents will consist of scaled floor plans, roof plans, and exterior elevations. Documents will be both Revit/CADD based and hand drawn.
- B. STRUCTURAL ENGINEERING** – Preliminary design determination of structural system for council chambers roof raising; based on approved Conceptual Design and approved Conceptual Design Budget.
- C. MEP/FP & T ENGINEERING SYSTEMS DESIGN** – Preliminary design determination of mechanical, electrical, plumbing, fire protection, technology, and low voltage engineering systems based on approved Conceptual Design and approved Conceptual Design Budget.
- D. FF&E** – Develop preliminary FF&E Scope and Budget:
- Inventory Existing Furniture, Fixtures, and Equipment
 - Preliminary selection/planning/incorporation for reuse of existing and/or new furniture
 - Preliminary Furniture estimating and budgeting
- E. CODE, ZONING & LIFE SAFETY COMPLIANCE** – Preliminary review of approved Schematic Design with agencies having jurisdiction for compliance with governing codes and ordinances.
- F. PROJECT BUDGET & SCHEDULE** – Development and review of Schematic Design Cost Estimate and project schedule. Review and refine, as required, for City's approval.

PHASE IV: DESIGN DEVELOPMENT

- A. DESIGN DEVELOPMENT** – Based upon the City's approval of the Phase III Schematic Design, Schematic Budget and Project Schedule; Chiodini Architects will prepare Design Development documents consisting of Revit/CADD base drawings and outline specifications that illustrate and

describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents describing the size and character of the Project exterior (related to council chamber roof and roof replacement) and interior in detail. These documents will consist of plans, sections, elevations, and typical construction details representing 30% complete Construction Documents by Chiodini Architects and engineering consultants.

- B. STRUCTURAL ENGINEERING** – Design Development level (representing 30% complete Structural Construction Documents) determination, illustration, design, coordination, and development of project structural system for council chamber roof raising based on approved Schematic Design and approved Schematic Design Budget.
- C. MEP/FP & T ENGINEERING SYSTEMS DESIGN** – Design Development level (representing 30% complete MEP/FP & T Construction Documents) determination, illustration, design, coordination and detailed cost estimate of mechanical, electrical, plumbing, fire protection, technology, and low voltage systems based on approved Schematic Design and Schematic Design Budget.
- D. CODE, ZONING & LIFE SAFETY COMPLIANCE** – Finalize preliminary reviews of approved Design Development Documents with agencies having jurisdiction for compliance with governing codes and ordinances.
- E. MATERIALS/FINISHES & FF&E** – Initial selection, review, and refinement of Interior colors, materials, and finishes. Review, refinement and approval by City of scope and budget for new and existing furniture package.
- G. PROJECT BUDGET & SCHEDULE** – Development, review, and refinement of Design Development level Cost Estimate (30% complete Construction Documents) and project schedule for approval by City.

PHASE V: CONSTRUCTION DOCUMENTS

- A. CONSTRUCTION DOCUMENTS** – Based upon the City's approval of the Phase IV Design Development Documents, Project Budget, and Project Schedule, Chiodini Architects will prepare Construction Documents for the City's approval. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the bidding and construction of the project. The City and the Architect acknowledge that in order to construct the project, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals for the Architect's review.
- B. STRUCTURAL ENGINEERING** – Develop and coordinate Construction Document level documents illustrating the development of the project structural system for council chambers roof raising based on approved Design Development documents and approved Design Development Budget.
- C. MEP/FP & T ENGINEERING SYSTEMS DESIGN** – Develop and coordinate Construction Document level documents, and detailed review of cost estimates (50% complete Construction Documents and 100% complete Construction Document update) illustrating the development of the project mechanical, electrical, plumbing, fire protection, technology, and low voltage systems based on approved Design Development documents and Design Development Budget.

- D. MATERIALS/FINISHES & FF&E** – Review, refine, and finalize interior colors, materials, finishes, and FF&E Bid Package and Cost Estimate; development of Materials & Finishes boards of City approved final selections.
- E. PROJECT BUDGET & SCHEDULE** – Development, review, and refinement of Construction Document level Cost Estimates (50% complete Construction Documents and 100% complete Construction Document update) and project schedule. Review and refine, as required, for City's approval.
- F. PERMIT APPLICATION** – Provide all necessary submittal documents and coordinate the submittal of Construction Documents to the authorities having jurisdiction over the project for permitting.
- G. BIDDING** – Coordinate the bidding and distribution of Construction Documents; coordinate the pre-bid conference, prepare responses to questions from prospective bidders, provide clarifications and interpretations of the Bidding documents to all prospective bidders in the form of addenda, consider requests for substitutions if the Bidding Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

PHASE VI: CONSTRUCTION PHASE SERVICES

- A. OWNER'S REPRESENTATIVE** – Chiodini Architects shall advise and consult with the City during the Construction Phase Services. Chiodini Architects shall have authority to act on behalf of the City only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall Chiodini Architects be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Chiodini Architects shall not have control over or charge of, and shall not be responsible for acts or omissions of the Contractor or any other persons or entities performing portions of the Work.
- B. SITE OBSERVATION VISITS** – Chiodini Architects shall visit the site at intervals appropriate to the stage of construction or construction progress, as stated below, in order to observe the progress and quality of the Work completed by the Contractor. The Architect shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's health or safety precautions or programs required in connection with the Work.

Up to twenty (20) site observation visits by Chiodini Architects and sub-consultants are included in the scope of this Agreement.

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

The Architect shall serve as Initial Decision Maker in claims between the City and the Contractor.

- C. CONSTRUCTION PAYMENTS** – The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- D. SUBMITTALS** – The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule; the Architect and its Consultants shall have a minimum of 15 working days for review of submittals, upon receipt of submittals from Contractor and exclusive of any postage or shipping time that may be required.

In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One (1) observation of the Work to determine whether such portion of the Work (in addition to normal site observation visits) is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observation of the Work (in addition to normal site observation visits) to determine final completion

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must

satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

The Architect may authorize minor changes in the Work, upon prior consent of the City, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall review Change Orders and Construction Change Directives prepared by the Architect for the City's approval and execution in accordance with the Contract Documents.

The Architect shall maintain records relative to changes in the Work

- E. PROJECT COMPLETION** – The Architect shall make observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents.

The Architect's inspections shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, the Architect shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

PROJECT SCHEDULE (initially estimated at 6 months overall, from notice to proceed to bidding):

Based on notice to proceed date of February 15, 2017:

PHASE I: SPACE & OPERATIONAL NEEDS ANALYSIS/PROGRAMMING

- Kick Off/Data Collection (1 Week: February 15, 2017 – February 24, 2017)
- Space Needs Analysis/LG Program Vetting/Programming (3 Weeks: February 27, 2017 – March 13, 2017)

PHASE II: CONCEPTUAL DEVELOPMENT (2 Weeks: March 13, 2017 – March 27, 2017)

PHASE III: SCHEMATIC DESIGN (2 Weeks: March 27, 2017 – April 10, 2017)

PHASE IV: DESIGN DEVELOPMENT (8 Weeks: April 10, 2017 – June 5, 2017)

PHASE V: CONSTRUCTION DOCUMENTS (8 Weeks: June 5, 2017 - July 31, 2017)

FEE PROPOSAL:

Chiodini Architects proposes to provide the Design Services and Disciplines for the Scope of Work for the 10 S. Brentwood Bldg. Build – Out Design, as previously described, for a **not-to-exceed fee** as follows:

Package A**\$80,000**

(February 15, 2017 – April 10, 2017)

- Space & Operational Needs Analysis (100%)
 - Existing Conditions Verification and Documentation
- Programming (100%)
- Conceptual Development (100%)
 - Roof Inspection Report
- Schematic Design (50%)
- Schematic Design Cost Estimate
(Including Roof Replacement Alternatives)
- LEED Alternate Evaluation

This fee is to be billed monthly on a percentage of completion basis with payment due within thirty (30) days of date of invoice.

Compensation for Package A Design Services will be as follows:

- | | |
|---------------------------------------|-----|
| • Space & Operational Needs Analysis/ | |
| • Programming | 50% |
| • Conceptual Development | 25% |
| • Schematic Design | 25% |

Package B**8% (Total Fee*)**

(16 Weeks for development of Bid Package)

(* Total Fee Not to exceed 8% of Cost of Construction, Total Fee is inclusive of Package A Fee. Fees related to level of LEED Design or Certification will be determined subsequent to the completion and approval of Package A LEED Alternative Evaluation.)

- Design Development
- Construction Documents
- Construction Phase Services

This fee is to be billed monthly on a percentage of completion basis with payment due within thirty (30) days of date of invoice.

Compensation for Package B Design Services will be as follows:

- | | |
|--------------------------|-----|
| • Design Development | 35% |
| • Construction Documents | 50% |

- Bidding 5%
- Construction Phase Services 10%

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project as follows:

1. Printing/reproduction services, courier service, postage, or overnight shipping expenses.
2. Project related mileage, transportation, and authorized out-of-town travel and subsistence
3. Fees paid for securing approval of authorities having jurisdiction over the Project

For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect or the Architect's consultants plus ten percent (10%) of the expenses incurred.

Chiodini Architects looks forward to beginning this project with the City of Clayton.

Sincerely,
CHIODINI ARCHITECTS



Christopher L. Chiodini AIA, NCARB, LEED AP BD+C
Vice President/Director of Architecture

1974 2014



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER (CSO)
JANET K. WATSON, DIRECTOR OF FINANCE AND ADMINISTRATION
DATE: FEBRUARY 14, 2017
SUBJECT: ORDINANCE – 1ST QUARTER AMENDMENT TO THE FISCAL YEAR 2017 BUDGET

The City of Clayton reviews and makes adjustments to its budgeted revenues and expenditures on a quarterly basis to respond to changes as the fiscal year progresses and to update the Board regarding budgetary issues. As part of the quarterly budget review, staff is presenting for your consideration the first amendment to the Fiscal Year 2017 (FY17) budget. Most of this amendment consists of projects or equipment that were delayed from last year. The 1st Quarter Financial Report will be on the March 14 meeting agenda. The proposed amendment is summarized in the table below:

<u>ALL FUNDS</u>	FY 2017 Amended Budget	FY 2017 1st Quarter Amendment Requested	FY 2017 Budget After This Amendment	% Change
Beginning Fund Balance	\$38,392,710		\$38,392,710	
Revenues	\$46,342,586	\$1,066,858	\$47,409,444	2.3%
Expenditures	<u>\$52,316,074</u>	<u>\$1,930,445</u>	<u>\$54,246,519</u>	3.7%
Net Change		(\$863,587)		
Ending Fund Balance	\$32,419,222		\$31,555,635	

Below are further explanations, presented by fund, of the items included in this amendment.

General Fund

Revenue – Net Increase of \$205,858

- Washington University Fire Protection - The City finalized the new agreement with Washington University for an increase above the previously budgeted amount of \$45,190.
- Brentwood Technology Services – Clayton began providing technology support services to the City of Brentwood through an intergovernmental agreement and this amendment budgets the associated revenue related to eight months of the contract in FY17, or \$160,668. There is an equal amount of expenditure increase.

Expenditures – Net Increase of \$132,965

- Pension – The City receives the annual actuarial valuation for the Non-Uniformed Pension Plan after the budget has been approved. This year the City portion of the required contribution is a reduction of \$57,553 from the amount budgeted.
- Police – A magnetometer, or metal detector, similar to the one used at City Hall during BOA meetings was purchased for \$3,650 to be used for entry into the municipal court room, and the department received assistance with public and media relations during the Presidential debate with a cost of \$5,500.
- City Manager's Office – This amendment adds \$6,100 in costs for staff participation in Leadership ICMA which is a competitive, intensive two-year program designed to cultivate key competencies for successful leadership in local government management. Class modules are scheduled over the course of the two-year period, including a capstone project requiring participants to demonstrate their competence in the concepts presented throughout the program.
- Information Technology – Several accounts are being revised to reflect the addition of the City of Brentwood technology support services agreement, which has offsetting revenue, for an increase in cost of \$160,668 for the remaining eight months of this year. In addition, most of the cost of the new recreation software will occur in the current year instead of last year and the City's portion carried forward is \$14,600.

Equipment Replacement Fund

Revenue – Net Increase of \$10,000

- Gain/Loss on Sale of Assets – The City sold two parking enforcement vehicles related to the purchase of the two new Jeeps which generated revenue of \$10,000.

Expenditures – Net Increase of \$104,780

- Vehicles & Equipment - The delivery of two new parking enforcement Jeeps for a cost of \$70,660 was delayed to this year.
- Information Technology Projects – Several small technology projects were budgeted last year but portions were carried over to this year for a total cost of \$34,120.

Capital Improvement Fund

Revenue – Net Increase of \$851,000

- Other Grants & Donations – A CCF Chapman Plaza donation of \$700,000 was made in FY17, rather than last year, due to movement of the project construction into this year.
- Transfer-in from 2014 General Obligation Bond funds – Additional construction funds are budgeted to transfer into this fund for design work on two bond funded projects, the 2017 Street Resurfacing and Brentwood Blvd., which were delayed to FY17 for a total amount of \$151,000.

Expenditures – Net Increase of \$1,541,700

- Parks Projects – Two projects had the final work completed in this fiscal year which were Taylor Park for \$9,300 and Hanley Park also for \$9,300. Construction on Chapman Plaza began in October therefore the expenditures occurred in this year rather than last year and a \$500,000 amendment is being added. And after the aquatic season end the pool conditions were evaluated and it was determined that painting of all of the pools was necessary for an increase of \$75,000. This project had been rated but not funded in the capital plan, but staff believes the deterioration in the pools merit this work now prior to next season.

- Traffic Signage – The Signal Detection Replacement project for \$130,000 and the Wayfinding implementation for \$74,300 will now be completed in FY17.
- Public Works Facility Projects – Several projects were carried over from last year and need to be moved into FY17. These include the City Hall garage recoating for \$35,000, Brentwood elevator modernization of \$180,800, a reduction in improvements to the City Hall lobby of \$150,000, adding the Brentwood Consolidation design of \$390,000 and finalization of the Fire Department HVAC improvements for \$198,000.
- Public Works Street Projects – Design work on two bond funded projects, the 2017 Street Resurfacing and Brentwood Blvd. were delayed to FY17 for a total amount of increase of \$151,000. A small non-bond portion (\$61,000) of one of the projects was completed last year and the budget is being reduced by this amount.

Debt Funds

Revenue – No Net Change

Expenditures – Net Increase of \$151,000

- Transfer-out of 2014 General Obligation Bond funds to the Capital Improvement Fund – Design work on two bond funded projects, the 2017 Street Resurfacing and Brentwood Blvd. was delayed to FY17 for a total amount of \$151,000.

An ordinance is attached incorporating the recommended amendments to the FY17 budget. Exhibit 1-1 provides a fund summary of the effect of the recommended amendments and the percentage effect of the accumulated amendment on each fund. Exhibit 1-2 lists the individual budget line items in this quarter's amendment.

Recommendation: To approve the attached ordinance adopting an amendment to the FY17 budget with a net effect on the City's fund balances of a decrease of \$863,587.

BILL NO. 6603

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2017 BUDGET
AND APPROPRIATING FUNDS PURSUANT THERETO

WHEREAS, the Board of Aldermen on September 13, 2016, adopted the annual budget for Fiscal Year 2017 commencing October 1, 2016; and

WHEREAS, the Fiscal Year 2017 budget is to be amended in the 1st quarter to account for significant changes in revenue and expenditures on a fund basis that may affect the budget by year end; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The annual Fiscal Year 2017 (FY17) budget for the City of Clayton, Missouri commencing on October 1, 2016, is hereby amended as reported in Exhibit 1 and summarized below:

	FY 2017 Original Budget	FY 2017 1st Quarter Amendment Requested	FY 2017 Budget After This Amendment
Revenues	\$46,342,586	\$1,066,858	\$47,409,444
Expenditures	\$52,316,074	\$1,930,445	\$54,246,519

Section 2. Funds are hereby appropriated as set forth in said Exhibit 1. The expenditure of the funds so appropriated shall be subject to the control of the City Manager.

Section 3. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 14th day of February, 2017.

Mayor

ATTEST:

City Clerk

City of Clayton

EXHIBIT 1-1

1st Quarter Fiscal Year (FY) 2017 Budget Amendment

Fund	Fund Name	Type	FY 17 Original Budget	1st Quarter Amendment	FY 17 Budget After Amendment	% Change
10	General	Beginning Fund Balance	16,956,524		16,956,524	
		Revenues	27,178,750	205,858	27,384,608	0.8%
		Expenditures	26,894,048	132,965	27,027,013	0.5%
		Ending Fund Balance	17,241,226	72,893	17,314,119	0.4%
12	Sewer Lateral	Beginning Fund Balance	125,624		125,624	
		Revenues	92,060	0	92,060	0.0%
		Expenditures	105,000	0	105,000	0.0%
		Ending Fund Balance	112,684	0	112,684	0.0%
45	Special Business District	Beginning Fund Balance	135,281		135,281	
		Revenues	424,952	0	424,952	0.0%
		Expenditures	424,952	0	424,952	0.0%
		Ending Fund Balance	135,281	0	135,281	0.0%
50	Equipment Replacement	Beginning Fund Balance	5,049,805		5,049,805	
		Revenues	1,518,797	10,000	1,528,797	0.7%
		Expenditures	1,934,792	104,780	2,039,572	5.4%
		Ending Fund Balance	4,633,810	(94,780)	4,539,030	-2.0%
60	Capital Improvement Fund	Beginning Fund Balance	5,254,488		5,254,488	
		Revenues	12,301,410	851,000	13,152,410	6.9%
		Expenditures	13,771,163	1,541,700	15,312,863	11.2%
		Ending Fund Balance	3,784,735	(690,700)	3,094,035	-18.2%
All	Debt Service	Beginning Fund Balance	10,870,988		10,870,988	
		Revenues	4,826,617	0	4,826,617	0.0%
		Expenditures	9,186,119	151,000	9,337,119	1.6%
		Ending Fund Balance	6,511,486	(151,000)	6,360,486	-2.3%
		Beginning Fund Balances	38,392,710	0	38,392,710	
		TOTAL REVENUES	46,342,586	1,066,858	47,409,444	2.3%
		TOTAL EXPENDITURES	52,316,074	1,930,445	54,246,519	3.7%
		Ending Fund Balances	32,419,222	(863,587)	31,555,635	-2.7%

City of Clayton
1st Quarter Budget Amendment - FY 2017

EXHIBIT 1-2

Account #	Account Name	1st Quarter Amendment	Description
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Revenue

GENERAL FUND			
10R00004570000	Washington University Fire Protection	45,190	This increase represents the final agreement approved with Washington University fire protection services.
10R00003570000	Brentwood Technology Services	160,668	Clayton has begun providing technology services to the City of Brentwood through an intergovernmental agreement and this is the associated revenue related to providing those services for the remainder of this year.
EQUIPMENT REPLACEMENT FUND			
50R00007030000	Gain/Loss on Sale of Assets	10,000	Sale of parking enforcement vehicles with the purchase of new Jeeps.
CAPITAL IMPROVEMENTS FUND			
60R00003580002	Other Grants & Donations	700,000	Chapman Plaza Donation was made in FY17 rather than FY16 due to movement of construction from FY16 to FY17.
60R00009330000	Transfer-in from 2014 General Obligation Bonds	151,000	This provides the transfer-in of construction funds for portions of projects which were carried over to this year.
Total Revenue Amendment		\$1,066,858	

Account #	Account Name	1st Quarter Amendment	Description
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Expenditures

GENERAL FUND			
10X10031160000	Court - Pension	(1,118)	The Non-Uniformed pension contribution was actuarially determined to be less than the amount budgeted, therefore all line items included in this contribution are being lowered proportionately.
10X10061160000	City Manager	(3,163)	
10X10071160000	HR	(1,472)	
10X15101160000	Economic Development	(1,720)	
10X15111160000	Events	(556)	
10X10081160000	Planning	(7,457)	
10X11011160000	Finance	(5,652)	
10X11021160000	Information Technology	(3,195)	
10X12001160000	Police	(2,957)	
10X12011160000	Police - Parking	(1,444)	
10X13001160000	Fire	(611)	
10X14011160000	Public Works - Engineering	(5,512)	
10X14031160000	Public Works - Street Maintenance	(7,292)	
10X14041160000	Public Works - Building Maintenance	(1,781)	
10X14051160000	Public Works - Fleet Maintenance	(2,056)	
10X14061160000	Public Works - Parking Maintenance	(738)	
10X14091160000	Public Works - Street Lighting	(1,252)	
10X15031160000	Century Foundation	(326)	
10X16011160000	Parks & Rec - Administration	(4,724)	
10X16101160000	Parks & Rec - Park Maintenance	(4,527)	

Account #	Account Name	1st Quarter Amendment	Description
10X12003070000	Operating Supplies and Equipment - Police	3,650	Purchased a magnetometer, or metal detector, for the entry to the municipal court room.
10X12002090000	Miscellaneous Services - Police	5,500	Assistance with public and media relations during the Presidential debate.
10X10062130000	Travel & Training – City Manager’s Office	6,100	Adds expenses for staff participation in Leadership ICMA which is a competitive, intensive two-year program on leadership in local government management.
10X11021010000	Salaries - Full-time - Information Tech.	89,958	The City of Clayton began providing technology support services to the City of Brentwood through an intergovernmental agreement. This amendment adds the expenditures directly related to the agreement which are fully reimbursed.
10X1102 Various	Various Benefits	33,617	
10X11022130000	Travel & Training	3,667	
10X11022010000	Professional Services	11,000	
10X11022330000	Telephone	3,333	
10X11022370000	Maintenance & Repair	5,725	
10X11022700000	Contractual	10,701	
10X11023530000	Computer Accessories	2,667	
10X11022700000	Contractual Services	14,600	The City is funding 25% of the new recreation software and this amount needs to be carried over from last year as it was not yet spent for implementation of the new system.
EQUIPMENT REPLACEMENT FUND			
50X00005040200	Rolling Stock - Parking Control	70,660	The delivery of 2 Jeeps for parking control was delayed until FY17.
50X11022700000	Contractual - Technology Projects	26,650	Several small technology projects were budgeted last year but were carried over to FY17 for the final costs.
50X11025200000	Computer Software	7,470	
CAPITAL IMPROVEMENT FUND			
60X16006440000	Taylor Park	9,300	The final shade structure was installed in October, rather than in last fiscal year.
60X16006530000	Shaw Park	500,000	Construction on Chapman Plaza began in October therefore the expenditures occurred in FY17 rather than last year.
60X16006560001	Shaw Park Aquatic Center	75,000	Painting of the outdoor pools are needed following an evaluation of the conditions of the paint after season end.
60X16006600000	Hanley Park	9,300	The final phase of this project included a fence which was not completed until FY17.
60X01006110000	Traffic Signals & Signage	204,300	The Signal Detection Replacement project and the Wayfinding project were delayed to FY17.
60X01006150000	Street Resurfacing	(61,000)	The non-bond portions of the FY16 Street Resurfacing project was completed last year and no expenditures will occur this year.
60X01006250000	Facility Improvements	653,000	Facility projects carried over from last year include the City Hall garage surface recoating, Fire Dept. HVAC improvements and the Brentwood Building elevator modernization. In addition, the City Hall/Brentwood consolidation study and design is being budgeted and the City Hall lobby enhancements are eliminated.

Account #	Account Name	1st Quarter Amendment	Description
60X03006150000	Street Resurfacing - 2014 General Obligation Bonds	151,000	The design of the 2017 Street Resurfacing project and the Brentwood Blvd. project occurred more in FY17 than in last year.
DEBT FUNDS			
59X00009250000	Transfer-out to Capital Improvement Fund	151,000	Change in transfer-out of bond funds for construction.
Total Expenditure Amendment		1,930,445	